Department of Animal Husbandry & Dairying Ministry of Fisheries, Animal Husbandry & Dairying Government of India



REQUEST FOR PROPOSAL (RfP)

FOR

ENGAGING AN AGENCY TO UNDERTAKE NEED ASSESSMENT OF INSTITUTIONAL CAPACITY OF DAHD AND RELEVANT STATE DEPARTMENTS IN FIVE PROJECT STATES UNDER WORLD BANK SUPPORTED AHSSOH PROGRAMME

FEBRUARY 2023

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Notice Inviting – Request for Proposal

Department of Animal Husbandry & Dairying (DAHD)

ENGAGING AN AGENCY TO UNDERTAKE NEED ASSESSMENT OF INSTITUTIONAL CAPACITY OF DAHD AND RELEVANT STATE DEPARTMENTS IN FIVE PROJECT STATES UNDER WORLD BANK SUPPORTED AHSSOH PROGRAMME

India has one of the largest livestock populations in the world, with the sector significantly contributing to India's agricultural GDP. The livestock census (2019) estimates India's livestock population at 536 million. Globally, India has the largest buffalo population, and the second largest cattle and goat populations. It also has one of the largest poultry markets. The livestock sector contributes about 27 percent to agricultural GDP. There are an estimated 70 million small-scale dairy farms in the country. Livestock is the main source of livelihoods for small and marginal farmers, contributing to food and nutrition security through the consumption of milk, eggs, and meat, as well as to farm incomes through the sale of livestock and livestock products. Furthermore, livestock is an important asset for many rural households.

With high livestock density and growing livestock population, India is categorised as high-risk for animal disease outbreaks that have led to enormous economic costs. With 68 percent of the workforce relying on farming remains in close contact with domestic animals and poultry, thereby frequently gets exposed to sick or infected animals. The high exposure between livestock, people and wildlife poses risks of disease outbreaks. There have been high incidences of endemic zoonotic diseases, including Rabies, Brucellosis, Toxoplasmosis, Cysticercosis, Echinococcosis, Japanese Encephalitis (JE), Leptospirosis, Scrub Typhus, Zoonotic Tuberculosis, and Kyasanur Forest Disease (KFD). Foot and Mouth Disease (FMD) outbreaks alone are estimated to result in about Rs. 21,500 Cr. in annual losses. The African Swine Fever (ASF) outbreak in March 2020 resulted significant losses and shocks to the livelihoods of many in the North-Eastern states, and productivity losses attributed to food borne disease pose a significant economic burden for India (World Bank, 2019).

Disease outbreaks have become more frequent and highlight the need for better coordination and investment to control animal disease outbreaks in the future and to improve the overall animal health management systems. There is a need to build the core capacity of animal disease management and coordination to better prevent, detect and respond to emerging infectious zoonotic and transboundary diseases. While government schemes target specific animal diseases, the management of disease outbreaks needs further strengthening to prevent the spread animal diseases in times of a crisis.

Against this background, the Department of Animal Husbandry and Dairying (DAHD) with support from the World Bank, and in consultation with states, has completed preparation of a project: *Animal Health System Support for Improved One Health (AHSSOH)* seeking to increase India's institutional capacity to effectively provide animal health services to livestock farmers in selected states using a One Health framework. The AHSSOH will be a part of the Livestock Heath and Disease Control (LH&DC) scheme and will be implemented in the following five states: Karnataka, Madhya Pradesh, Maharashtra, Odisha, and Assam during 2022-23 – 2026-27.

DAHD intends to on-board an Agency to undertake Need Assessment of Institutional Capacity of DAHD and relevant State Departments in Five Project States to inform the Capacity Building/Enhancement and Strengthening interventions under AHSSOH.

The salient features of the programme, eligibility criteria and prescribed formats for submission can be accessed in the RfP document uploaded on the websites: <u>http://eprocure.gov.in</u> and <u>http://dahd.nic.in.</u>

Interested Bidders are requested to submit their responses to the RfP on Central Public Procurement Portal (<u>http://eprocure.gov.in</u>) on or before 09th Mar, 2023 by 1700 hrs.

The submissions must be addressed to:

Under Secretary (LH) Room No: Stilt Floor, Chandralok Building, Janpath, New Delhi Department for Animal Husbandry & Dairying, Ministry of Fisheries, Animal Husbandry & Dairying, Government of India, Krishi Bhavan, New Delhi-110001

Disclaimer

1. This RfP document is neither an agreement nor an offer by Department of Animal Husbandry & Dairying; Ministry of Fisheries, Animal Husbandry & Dairying, Government of India (hereinafter referred to as DAHD) to the prospective Bidders or any other person. The purpose of this RfP is to provide information to the interested parties that may be useful to them in the formulation of their proposal pursuant to this RfP.

2. DAHD does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this RfP document and it is not possible for DAHD to consider needs of each party who reads or uses this document. RfP includes statements which reflect various assumptions and assessments arrived at by DAHD in relation to the statement of work. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each prospective Bidder should conduct its own investigations and analyse and check the accuracy, reliability and completeness of the information provided in this RfP document and obtains independent advice from appropriate sources.

3. DAHD will not have any liability to any prospective Bidder/ Firm/ or any other person under any law (including without limitation, the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RfP document, any matter deemed to form part of this RfP document, the award of the Assignment, the information and any other information supplied by or on behalf of DAHD or their employees or otherwise arising in any way from the selection process for the Assignment. DAHD will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statements contained in this RfP.

4. DAHD will not be responsible for any delay in receiving the proposals. The issue of this RfP does not imply that DAHD is bound to select a Bidder or to appoint the Selected Bidder for the services and DAHD reserves the right to accept/reject any or all of proposals submitted in response to RfP document at any stage without assigning any reasons whatsoever. DAHD also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RfPapplication.

5. The information given is not exhaustive on account of statutory requirements and should not be regarded as complete or authoritative statement of law. DAHD accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

6. DAHD reserves the right to change/ modify/ amend/ cancel any or all provisions of this RfP document. Such revisions to the RfP / amended RfP will be made available on the website of DAHD and CPPP portal.

ACRONYMS

Abbreviations	Descriptions			
AHSSOH	Animal Health System Support for One Health			
CPCSEA)	Committee for the Purpose of Control and			
	Supervision of Experiments on Animals			
DAHD	Department of Animal Husbandry & Dairying			
GOI	Government of India			
MVU	Mobile Veterinary Unit			
NDDB	National Dairy Development Board			
ОН	One Health			
PQ	Pre-qualification			
RfP	Request for Proposal			
SAHD	State Animal Husbandry Department			
SSP	State Strategic Plan			
SoW	Scope of Work			
TEC	Tender Evaluation Committee			
ToR	Terms of Reference			
TQ	Technical Qualification			
WB	World Bank			

SECTION-I

1. LETTER OF INVITATION

New Delhi Date: 21st February, 2023

Department of Animal Husbandry & Dairying (DAHD)

DAHD works to achieve the vision of sustainable livestock growth, poultry for nutritional security, economic prosperity and livelihood support; and promotes concept of Disease-free Zone for specific animal diseases. The following missions are critical to DAHD's functioning- preserve animal genetic resources, conserve indigenous breeds, protect, strengthen and improve livestock, create employment opportunities and livelihood support for women and other marginalized groups, increase production, productivity and value addition of livestock, and poultry products.

Objective

The main objective of the assignment is to take an agency on-board to undertake need assessment of institutional capacity of DAHD and relevant State Departments in project States, which will inform the capacity building/enhancement/strengthening interventions under AHSSOH. The detailed terms of reference are given in Section 3.

The Agency will be selected as per Quality-cum-Cost Based Selection method (QCBS).

The RfP includes the following documents:

Section 1	Letter of Invitation		
Section 2 Instructions to Bidders			
Section 3	Pre – Qualification and Technical Proposal - Standard Forms		
Section 4	Terms of Reference		
Section 5	Annexure		

All clarifications/ corrigenda will be published only on the website of DAHD. The official website for accessing the information related to RfP is: www.dahd.nic.in (the "Official Website") along with Central Public Procurement Portal (eprocure.gov.in/eprocure/app).

Under Secretary(LH) Ground Floor, Left wing, Chandralok Building, 36, Jan Path, Ph-9650660330 Email id- mk.diwaker@nic.in Department for Animal Husbandry & Dairying, Ministry of Fisheries, Animal Husbandry & Dairying, Government of India New Delhi

1.1 FACT SHEET

Particulars	Details
Name of Purchaser	Department for Animal Husbandry & Dairying, Ministry of Fisheries, Animal Husbandry & Dairying, Government of India
Name of the Engagement	ENGAGING AN AGENCY TO PREPARE STATE STRATEGIC PLANS FOR WORLD BANK SUPPORTED AHSSOH PROGRAMME
RfP PublicationDate	22_/02_/2023
Last date for submission of pre- bid queries	01_/03_/2023 till 5:00 PM
Pre-Bid Meeting Date, time & venue	03_/03_/2023, 02:30 PM [Virtual]
Last date & time (deadline) for submission of the bid	16_/03 /2023, 02:00 PM
Date and venue and time of opening of PQ/TQ Bid	16_/03_/2023, 04:00 PM [Krishi Bhawan]
Date and Venue of Technical presentation by Bidders	To be decided and informed to bidders
Date of opening of Financial Bid	To be decided
Method of Selection	QCBS (Quality-cum-Cost Based Selection Method)
Bidding in Consortium	No
Bid ProposalValidity	180 days from the date of opening of bid
Agreement Period	Coterminous with the period of the Project
Payment frequency	Quarterly basis
Tender document fees	Tender shall be downloaded free of cost from portal
	http://eprocure.gov.in and http://dahd.nic.in
Earnest Money Deposit	EMD amountis INR3,00,000/- (Rs. Three Lakh).EMDis to be paid in the form of a Demand Draft/ Bank Guarantee, from a scheduled Indian Bank in favour of "Pay and Accounts Officer, DAHD, New Delhi" ,payable at New Delhi. The EMD should remain valid minimum for a period of 45 days from the bid submission date.
Address & contact details for communication	Under Secretary(LH) Ground Floor, Left wing, Chandralok Building, 36, Jan Path, Ph-9650660330 Email id- mk.diwaker@nic.in

SECTION-II

2. INSTRUCTIONS TO BIDDERS

2.1 Introduction

- 2.1.1 Bidders are advised that the selection of Agency for preparing SSP shall be based on an evaluation by the Client through the selection process specified in this RfP (the selection process). Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the selection process will be given and that the Client's decisions are final without any right of appeal whatsoever.
- 2.1.2 The Bidders are invited to submit Pre-qualification, Technical and Financial proposals (collectively called as the proposal), as specified in the data sheet, for the services required for the assignment. The proposal will form the basis for grant of Work Order to the selected Agency for preparing SSP. The Agency for preparing SSP shall carry out the assignment in accordance with the Terms of Reference of RfP (the ToR).
- 2.1.3 The Bidder shall submit the proposal in the form and manner specified in this RfP. The proposal shall be submitted as per the forms given in relevant sections herewith.
- 2.1.4 Bidders shall bear all costs associated with the preparation and submission of their proposals and their participation in the selection process, and presentation including but not limited to postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by client or any other costs incurred in connection with or relating to its proposal. The Client is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to grant of Work Order, without thereby incurring any liability to the Bidders.
- 2.1.5 Client requires that the Bidder shall hold Client's interest's paramount, avoid conflicts with other assignments or with its own interests and act without any consideration for future work. The Bidder shall not accept or engage in any assignment that may place it in a position of not being able to carry out the assignment in the best interests of the Client and the project.
- 2.1.6 It is the Client's policy to require that the Bidders observe the highest standard of ethics during the selection process and execution of work/assignment. In pursuance of this policy, the client:will reject the proposal for award if it determines, at any stage/time, that the Bidder has engaged in corrupt or fraudulent activities in competing for the Work Order in question; will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded any contract or Work Order if it at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for and in executing the Work Order.
- 2.1.7 **Arbitration**: If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this RfP, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be referred to competent authority for final settlement, whose decision shall be final

and binding on the parties. The arbitration shall be governed by the provisions of the Indian Arbitration and Conciliation Act, 1996 including its amendments.

- 2.1.8 **Termination of assignment:** Client will have the right to terminate the assignment by giving 90 (ninety) days' notice in writing. In the event of termination for no fault of Bidder, the Client will reimburse all the expenses incurred by the Bidder (upon submission of proof) including closing-up of the project. If the assignment is terminated due to the fault of the Bidder or in case of termination of the assignment by the Bidder for reasons not attributable to the Client, its performance security will be forfeited to the Client.
- 2.1.9 The Bidder shall submit his proposal in four covers containing details of **Earnest Money** Deposit (EMD), Pre-Qualification Proposal, Technical Proposal and Financial Proposal respectively Central Public Procurement Portal on (http://eprocure.gov.in/eprocure/app). Original EMD is to be deposited at DAHD. No proposal shall be accepted in any other form and shall be summarily rejected. The submissions for Pre-Qualification shall be evaluated first as specified in this RfP. Subsequently the technical and financial evaluation as specified in this RfP will be carried out only for those Bidders who meet the Pre- Qualification criteria. Based on this evaluation, a list of finally gualified Bidders shall be prepared in the order of their merit.
- 2.1.10 Number of proposals: No Bidder shall submit more than one bid proposal. In case of more than one proposal received from same bidder, the bidder shall be disqualified.
- 2.1.11 Right to reject any or all proposals:
 - i. Notwithstanding anything contained in this RfP, the Client reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
 - ii. Without prejudice to the generality of above, the Client reserves the right to reject any Proposal if:
 - a. at any time, a misrepresentation is made or discovered, or
 - b. the Bidder does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal
 - iii. Such misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification/ rejection occurs after the proposals have been opened and the highest-ranking Bidder gets disqualified/ rejected, then the Client reserves the right to consider the next best Bidder or take any other measure as may be deemed fit in the sole discretion of the Client, including annulment of the Selection Process.
- 2.1.12 Acknowledgement by Bidder/ Bidders
 - i. It shall be deemed that by submitting the Proposal, the Bidder has:
 - a. made a complete and careful examination of the RfP;
 - b. provided all relevant information requested from the Client;
 - c. accepted the risk of inadequacy, error or mistake in the information provided in the RfP or furnished by or on behalf of the Client;

- d. satisfied itself about all matters, things and information, including matters herein above, necessary and required for submitting an informed Application and performance of all of its obligations there under;
- e. acknowledged that it does not have a Conflict of Interest;
- f. agreed to be bound by the undertaking provided by it under and in term hereof, and
- g. conducted its own investigations and analysis and checked the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RfP and obtained independent advice from appropriate sources.
- ii. The Client and/ or its advisors shall not be liable for any omission, mistake or error on the part of the Bidder in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RfP or the Selection Process, including any error or mistake therein or in any information or data given by the Client and/ or its consultant.

2.2 Clarification and amendment of RfP documents

Bidders may seek clarification on this RfP document, till one (1) day prior to pre-bid meeting as notified in the Central Public Procurement portal (CPPP). Any request for clarification must be sent in editable excel template as per below pre-defined format to the Client's email address (mk.diwaker@nic.in).

Bidder Name: Bidder contact no.: Bidder email id:				
SI. No.	Clause No.	Pg. No.	Content of RfP requiring clarification	Change requested/ Clarification required

The Client will endeavor to respond within the schedule date/time prior to submission of bid date. The Client will post the reply to all such queries on its official website and/or on the Central Public Procurement portal (CPPP).

- 2.2.1 At any time before the submission of proposals, the Client may, for any reason, whether at its own initiative/discretion or in response to a clarification requested by a prospective Bidder, modify/ update the RfP documents by way of an amendment. Only the amendments/ corrigenda posted on the Client's Official Website and/or on the Central Public Procurement portal (CPPP) shall be valid. To provide the Bidders a reasonable time for taking an amendment into account, the Client may at its discretion extend the Proposal Due Date.
- 2.2.2 Date of Pre-Bid Meeting and venue is mentioned in Data Sheet. Bidders willing to attend the pre-bid meeting should inform client beforehand in writing through email. The maximum number of participants from a Bidder, who choose to attend the Pre-Bid Meeting, shall not be more than two per Bidder. The representatives attending the Pre-Bid Meeting shall accompany with an authority letter duly signed by the authorized signatory of his/her organization.

2.3 Earnest Money Deposit

- 2.3.1 An Earnest Money Deposit should be in the form of a Demand Draft/ Bank Guarantee, from a scheduled Indian Bank in favourof "Pay and Account Officer, DAHD, New Delhi" payable at New Delhi, for a sum of Rs. 3,00,000/- (Rupees Three Lakh Onlyshall be required to be submitted by each Bidder. The Demand Draft/Bank Guarantee (BG) shall be in the format of Form IV-G.The Demand Draft/Bank Guarantee shall be from any scheduled Bank/Nationalized Bank as per list on RBI website as on day of issuance of DD/BG. However as per the Public Procurement Policy for MSEs Order, 2012 notified under section 11 of MSMED Act, 2006 (https://msme.gov.in/public-procurement-policy-micro-and-small-enterprises mses-order-2012), registered MSMEs are exempted from submitting the Tender Cost and EMD provided they submit valid MSME registration certificate issued by competent authority and the bidder will inform the same to the Client's email address (mk.diwaker@nic.in).
- 2.3.2 The original copy of Demand Draft/ Bank Guarantee shall be placed in an envelope and marked as —EMD– [name of assignment] and —Not to be opened except in the presence of evaluation committee. This envelope shall be delivered to DAHD in original hard copy before the Proposal Due Date. In addition, a scanned copy (in pdf format) shall also be uploaded on CPPP. Bids received without the specified Earnest Money Deposit Bid Security will be summarily rejected.
- 2.3.3 Client will not be liable to pay any interest on Earnest Money Deposit. Bid security of Pre-Qualified but unsuccessful Bidders shall be returned, without any interest, within one month after grant of the Work Order to the Selected Bidder or when the selection process is cancelled by the Client. The Selected Bidder's Earnest Money shall be returned, without any interest upon the Bidder accepting the Work Order and furnishing the Performance Security in accordance with provision of the RfP and Work Order.
- 2.3.4 EMD of a tenderer will be forfeited under the following conditions:
 - i. If bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as envisaged under this RfP (including the Standard Form of Work Order);
 - ii. If any Bidder withdraws its proposal during the period of its validity as specified in this RfP or as extended by the Client from time to time, or
 - iii. In case of the selected Bidder, if the bidder fails to accept the Work Order or provide the Performance Security within the specified time limit, or
 - iv. If the Bidder commits any breach of terms of this RfP or is found to have made a false representation to Client.
- 2.3.5 Any entity which has been barred by the Central Government, any State Government, a statutory or by order of a judicial/regulatory authority or a public sector undertaking from participating in any project and the bar subsists as on the date of the Proposal Due Date, would not be eligible to submit a Proposal.
- 2.3.6 A Bidder should have, during the last 3 (three) years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or its Associate, nor been

expelled from any project or agreement nor have had any agreement terminated for breach by such Bidder or its Associate.

2.4 Performance Security

- 2.4.1 Performance security equivalent to 3 % of the total project value shall be furnished before start of work on assignment in form of a Performance Bank Guarantee (PBG) in the form specified in the Work Order. The validity of PBG shall be for the complete project contract duration plus 60 days in extra.
- 2.4.2 For the successful bidder, the Performance Security shall be retained by Client until the completion of the assignment by the Bidder and be released 60 (Sixty) days after the completion of the assignment.

2.5 Preparation of proposal

- 2.5.1 Bidders are requested to submit their proposal in English language and strictly in the formats provided in this RfP. The Client will evaluate only those proposals that are received in the specified forms and complete in all respects.
- 2.5.2 In preparing their Proposal, Bidders are expected to thoroughly examine the RfP Document.
- **2.5.3** The pre-qualification and technical proposal should provide the documents as prescribed in this RfP. No information related to financial proposal should be provided in the pre-qualification and technical proposal.
- 2.5.4 Failure to comply with the requirements spelt out above shall lead to deduction of marks during the evaluation. Further, in such a case, Client will be entitled to reject the Proposal. However, if any information related to financial proposal is included in the prequalification and technical proposal the Bidder shall be disqualified and his proposal will not be considered.
- 2.5.5 The proposals must be digitally signed by the Authorized Representative (duly authorized through Power of Attorney as perform IV-E), the—Authorized Representative as detailed below:
 - i. by the proprietor in case of a proprietary firm
 - ii. by a partner, in case of a partnership firm and/or a limited liability partnership; or
 - iii. by a duly authorized person holding the Power of Attorney/Board Resolution, in case of a Limited Company or a corporation.
- 2.5.6 Bidders should note the Proposal Due Date, as specified in Data Sheet, for submission of proposals. Except as specifically provided in this RfP, no supplementary material will be entertained by the Client, and the evaluation will be carried out only based on Documents received by/before the closing time of Proposal Due Date as specified in Data Sheet. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, the Client reserves the right to seek clarifications in case the proposal is non- responsive on any aspects.
- 2.5.7 **Financial proposal:** While preparing the Financial Proposal, Bidders are expected to consider the various requirements and conditions stipulated in this RfP document. The Financial Proposal should be a lump sum Proposal inclusive of all the costs including but

not limited to all taxes (except GST) associated with the Assignment. While submitting the Financial Proposal, the Bidder shall ensure the following:

- i. All the costs associated with the Assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the personnel (Expatriate and Resident, in the field, office, etc.), local transportation at the location of deployment, equipment, printing of documents, secondary and primary data collection, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- ii. The Financial Proposal shall consider all the expenses and tax liabilities and cost of insurance specified in the Work Order, levies and other impositions applicable under the prevailing law. For the avoidance of doubt, it is clarified that all taxes, excluding GST, shall be deemed to be included in the cost shown under different items of Financial Proposal. The Bidder shall be paid only GST over and above the cost of Financial Proposal. Further, all payments shall be subjected to deduction of taxes at source as per Applicable Laws.
- iii. Bid price: Rs. 3 Cr. (Rs. Three Crore only)
- 2.5.8 The Financial proposal of the technically qualified participating agencies will be opened by the tender committee on the prescribed date in the presence of the Agency's representatives. The names of technically qualified participating agencies with their overall technical scores shall be read aloud. The Financial proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial proposals shall be then opened, and the total prices (Financial Quote) read aloud and recorded.
- 2.5.9 The proposal should be submitted as per the Financial Proposal submission forms prescribed in this RfP.
- 2.5.10 Bidders shall express the price for their services in Indian Rupees only.

2.6 Submission, receipt and opening of proposals

- 2.6.1 The Proposal shall be submitted through e-procurement portal CPPP only. The procedure for filing of e-tender is provided on the portal. Files uploaded on the portal should have a file name in accordance to following format [firm name. Bidder name]. Bidder name should contain only first two words of its name. Proposal received in any other manner shall be summarily rejected.
- 2.6.2 The Authorized Representative of the Bidder should authenticate EMD Details, Prequalification, Technical and Financial proposal using digital signatures. The Authorized Representative's authorization should be confirmed by a written power of attorney/Board Resolution by the competent authority accompanying the Proposal (Pre-Qualification Proposal).
- 2.6.3 The Bidder shall submit his proposal in four covers containing details of EMD, Pre-Qualification Proposal, Technical Proposal and Financial Proposal respectively, on eprocurement portal.

- 2.6.4 No proposal shall be accepted after the due date for submission of proposals. After the deadline for submission of proposals, the Pre-Qualification Proposal shall be opened by the Evaluation Committee to evaluate whether the Bidders meet the prescribed Minimum Qualification Criteria. The Technical and Financial proposals shall remain sealed.
- 2.6.5 After the Proposal submission and until the grant of the Work Order, if any Bidder wishes to contact the client on any matter related to its proposal, it should do so in writing at the Proposal submission address. Any effort by the Bidder firm to influence the Client during the Proposal evaluation, Proposal comparison or grant of the Work Order decisions may result in rejection of the Bidder's proposal.

2.7 Evaluation of Proposal

- 2.7.1 As part of the evaluation, the Pre-qualification proposal submitted (Form 3A to 3H and 3N) shall be checked to evaluate whether the Bidder meets the prescribed Minimum Qualification Criteria. Subsequently the Technical Proposal submission, for Bidders who meet the Minimum Qualification Criteria (—Shortlisted Bidder), shall be checked for responsiveness in accordance with the requirements of the RfP and only those Technicalproposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RfP document.
- 2.7.2 Prior to evaluation of proposals, the Client will determine whether each Proposal is responsive to the requirements of the RfP at each evaluation stage as indicated below. The Client may, in its sole discretion, reject any Proposal that is not responsive hereunder. A Proposal will be considered responsive at each stage only if:

a. Pre-qualification

The client will satisfy itself that the Bidders meets the minimum qualifications prescribed before evaluating technical and financial proposals.

b. Technical Proposal

- i. The Technical Proposal is received in the form specified in this RfP;
- ii. It is accompanied by the Earnest Money Deposit as specified in this RfP;
- iii. It is received by the Proposed Due Date including any extension thereof in terms hereof.
- iv. It does not contain any condition or qualification; and
- v. It is not non-responsive in terms hereof.

c. Financial Proposal

- i. The Financial Proposal is received in the form specified in this RfP;
- ii. It is received by the Proposed Due Date including any extension thereof in terms hereof.
- iii. It does not contain any condition or qualification; and
- iv. It is not non-responsive in terms hereof
- 2.7.3 The Client reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal will be entertained by the Client in respect of such proposals. However, client reserves the right to seek clarifications

or additional information from the Bidder during the evaluation process. The Client will subsequently examine and evaluate proposals in accordance with the Selection Process detailed out below. As part of the evaluation, the Pre-Qualification proposals submitted should fulfill the Minimum Qualification Criteria. In case a Bidder does not fulfill the Minimum Qualification Criteria, the Proposal of such Bidder will not be evaluated further.

2.8 Pre-qualification Criteria

	2.8 Pre-qualification Criteria						
S. No.	Basic Requirement	Specific Requirements	Evidence Documents Required	Supporting documents required in Format			
1	EMD	EMD of INR 3,00,000/- (Three Lakh) to be submitted in the form of a Demand Draft/ Bank Guarantee, from a scheduled Indian Bank in favour of "Pay and Account Officer, DAHD, New Delhi", payable at New Delhi with minimum 45 days validity from the bid due date. However as per the Public Procurement Policy for MSEs Order, 2012 notified under section 11 of MSMED Act, 2006 (https://msme.gov.in/public- procurement-policy-micro-and- small-enterprises-mses-order- 2012), registered MSMEs are exempted from submitting the Tender Cost and EMD provided they submit valid MSME registration certificate issued by competent authority and the bidder will inform the same to the Client's email address (mk.diwaker@nic.in).	Scan copy of transaction slip of EMD amount to be uploaded on CPPP and original hard copy to be submitted to DAHD before the bid due submission date Or valid MSME registration certificate issued by competent authority and the bidder will inform the same to the Client's email address (mk.diwaker@nic. in).				
2	Company Registration	Applicant/Bidder should be a registered firm / company / partnership. Should have been operating for the last ten years.	Copy of Certificate of Incorporation/Regis tration/MoA as applicable				
3	Turnover from services	Should have a minimum annual turnover of INR 5.0 Cr. from operations in India in consulting services in each of the previous three financial years (FY 2019-20, 2020-2021 and 2021-22)	Copy of Audited Profit & Loss Statement and Balance sheet	Form IV-C			
4	Project Experience	The agency should have conducted Planning and design of projects for Central Government /Central Government entities/State Governments managing Government Programme/schemes	Copy of Work order/certificate of completion	Form IV-D			
5	PAN & GST	The agency should have a valid PAN and Service Tax/GST Registration in India	Copy of PAN card and Service Tax/GST				

			Registration certificate	
6	Blacklisting	The agency should not have been blacklistedby any Central Government departments/ Undertakings/State Government Departments/Undertakings	Self-Certification	Form IV-B

Note:

- Any bid failing to meet the above stated eligibility criteria shall be summarily rejected and will not be considered for further evaluation.
- If there is a change in the staus of the bidder on any of the above clauses at any stage during the bid process till the award of the project, the bidder should immediately bring the same to the notice of the DAHD.
- Consortium is not permitted.
- The selected bidders need to operate the project centrally from the Delhi/NCR region for ease coordination with the DAHD Authority.

2.9 Technical Qualification Criteria

The Evaluation Committee appointed by the Client will evaluate the proposals based on the following evaluation criteria and points system. If required, the Client may seek specific clarifications from any or all Agencies at this stage. Each evaluated Proposal will be given a technical score (TS) as detailed below. The maximum points/ marks to be given under each of the evaluation criteria are:

SIN o	Criteria	Max. Marks	Marking category
1	Experience of managing projects: Experience of managing programme implementation, monitoring, evaluation projects for Central Government /Central Government entities/State Governments (two central/ two states) projects minimum. Project work order/ project completion certificate	25 marks	 Projects for Central Government /Central Government entities/State Governments (two central/ two states) with minimum project value below Rs. 50 lakhs for each project = 15 Marks Projects for Central Government /Central Government entities/State Governments (two central/ two states) with minimum project value between Rs. 50 lakhs to 1.0 Cr. for each project = 20 Marks Projects for Central Government /Central Government entities/State Governments (two central/ two states with minimum project value more than Rs. 1.0 Cr. for each project = 25 Marks
2	Experience of managing projects funded by World Bank in India Project work order/ project completion (3 projects) certificate	15 marks	 Experience of managing projects funded by World Bank in India below Rs. 50 lakhs = 10 Marks Experience of managing projects funded by World Bank in India between 50 lakhs to 1 Cr. = 15 Marks
3	Experience of managing rural sector-based projects (such as agriculture and allied sector projects, (livestock), health, rural development or wildlife) for Central / State Governments (5 minimum) Project work order/ project completion certificate	20 marks	 No. of projects for central / State Governments between 2 to 4 = 10 Marks. No. of projects for central / State Governments more than 5 = 20 Marks.
4	Technical Presentation	40 marks	Presentation to DAHD on the understanding of assignment, approach and methodology, work plan, resource plan, understanding

and ability to meet timelines to address the scope of work as presented in the RfP. 1. Conceptual Clarity, Understanding of Assignment: 10 marks
 Explaining the Approach and Methodology and innovative technology used: 20 marks Work plan and team structure: 10 marks

*The bidders may be called for a detailed presentation on each of the above criteria, at a date and time provided by DAHD, in order to facilitate a comprehensive evaluation of their respective proposals. In case of non-attendance of bidders in the presentation, the bid shall be given '0' (zero) marks on technical evaluation.

Bidders, whose bids are responsive, based on minimum qualification criteria as in Pre-Qualification Criteria and score at least 60 marks (out of 100) from the technical evaluation criteria would be considered technically qualified.

The technical score would be calculated for each Bidder by the Client and all the Bidders who get at least 60 marks out of 100 would be considered for financial evaluation. Bidders who get a technical score of less than 60 out of 100 would not be considered for the financial evaluation.

2.10 Financial Bid Opening

- i. The Commercial bids will not be opened by Bid Evaluation Committee until the complete evaluation of the Technical Bids.
- ii. Bid Evaluation Committee will open the Commercial Bids of only Technically Qualified Bidders, designated representatives of the Bidder who choose to attend, at the date, time and place, as decided and communicated by DAHD.
- iii. The Commercial Bid of only the technically qualified Bidders will be opened for evaluation.
- iv. The fee quoted in financial bid shall ensure the following:
 - All the costs associated with the assignment shall be included in the Financial Proposal. These shall cover remuneration for all the personnel, accommodation, travelling, printing documents, taxes, etc.
 - The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption and shall be final and binding. In case any assumption of condition is indicated in the financial proposal, it shall be considered non-responsive and liable to the rejected.
 - The financial proposal shall take into account all the expenses and tax liabilities. Further, all payments shall be subject to deduction of taxes at source as per the applicable laws.
- v. The final selection of the agency would be based on QCBS (Quality-Cum Cost Based Selection) process. The financial score would be calculated through a normalization process where the lowest bidder would be given 100 marks and scores of all other bidders would be normalized against this. Final selection would be based on weighted score where weights for

technical and financial scores would be in the ratio of 70:30. The applicant with the highest weighted score would be awarded the work order

- vi. The Agency with lowest qualifying Financial Quote (L1) will be awarded normalized score of 100 (amongst the participating Agency which did not get disqualified on the basis of technical score). Financial Scores for other than L1 participating Agency will be evaluated using the following formula: Financial Score of an Agency (Fn) = {(Financial Quote of L1/Financial Quote of the Agency) X 100} (Adjusted to two decimal places).
- vii. Final Score

The technical and financial scores secured by each Agency will be added using weightage of 70% and 30% respectively to compute the Final Score.

The Final Score will be calculated (to two decimal points) as follows:

Bn = 0.70 * Tn + 0.30* Fn

Where Bn = Final Score of Agency

- Tn = Technical score of the Agency (out of maximum of 100 marks)
- Fn = Normalized financial score of the Agency
- viii. The Agency securing the highest Composite Score will be adjudicated as the selected Agency for award of the Project. In the event the composite bid scores are "tied", the Agency securing the highest technical score will be adjudicated as the selected Agency for award of the Project.
- ix. If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected.
- x. Format for Commercial bid is provided in ANNEXURE (V-B) of this RfP.
- xi. Bidders shall give the required details of all applicable taxes, duties, other levies and charges etc. in respect of direct transactions between DAHD and the bidder.
- xii. Bidders shall quote for the entire scope of contract on an "overall responsibility" basis such that the total bid price covers all the bidder's obligations mentioned in or to be reasonably inferred from the bidding documents in respect of providing the product/services.
- xiii. Prices quoted by the bidder shall remain firm during the entire contract period and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- xiv. In the event the QCBS score of more than one bidder are same, the bidder securing the highest technical score will be adjudicated as the Best Value Bidder for award of work order.

2.11 Grant of Work Order

- i. After selection, a Work Order will be issued, by the Client to the Successful Bidder and the Successful Bidder shall sign and return the duplicate copy of the Work Order in acknowledgement there of within 5 (five) working days of the receipt of the Work Order.In failure of same, its EMD will be forfeited and and the next highest-ranking bidder may be considered.
- ii. **Performance Security:** Performance Security equivalent to 3 % (Three percent) of the total cost of Financial Proposal shall be furnished from a Nationalized/Scheduled Bank by the Successful Bidder, before start of work on assignment, in form of a Bank Guarantee in the form specified at Annexure of the Work Order. For the successful bidder, the Performance Security will be retained by Client until the completion of the assignment by the Successful Bidder and be released 60 (Sixty) Days after the completion of the assignment. Further, if the successful

Bidder fails to furnish the required performance security within the specified period, its EMD will be forfeited.

iii. Cancellation of work order along with forfeiture of Ernest Money Deposit

- a. The Bidders and their respective officer(s), employee(s), agent(s), representative(s) and adviser(s) shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RfP, the Client will reject the proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through its officer(s), employee(s), agent(s), representative(s) and adviser(s), engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the —Prohibited Practices) in the Selection Process. In such an event, the Client shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Earnest Money Deposit, as mutually agreed genuine pre-estimated compensation and damages payable to the Client for, inter alia, time, cost and effort of the Client, regarding the RfP, including consideration and evaluation of such Bidder's proposal.
- b. Without prejudice to the rights of the Client under this Clause, herein above and the rights and remedies which the Client may have under the WORK ORDER, if a Bidder, as the case may be, is found by the Client to have directly or indirectly or through its agent(s)/representative(s), engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the WORK ORDER, such Bidder shall not be eligible to participate in any tender or RfP issued by the Client during a period of 5 (five) years from the date such Bid, as the case may be, is found by the Client to have directly or through its agent(s)/representative(s), engaged or indulged in any corrupt practice, fraudulent practice, undesirable practice or restrictive practice, fraudulent practice, as the case may be.
- c. For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

Corrupt practice' means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Client who is or has been associated in any manner, directly or indirectly with the Selection Process or the WORK ORDER or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Client, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the WORK ORDER, as the case may be, any person in respect of any matter relating to the Project or the WORK ORDER, who at any time has been or is a legal, financial or technical consultant/ adviser of the Client in relation to any matter concerning the Project;

i. Fraudulent practice means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process

- ii. Coercive practice means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process
- iii. Undesirable practice means (i) establishing contact with any person connected with or employed or engaged by the Client with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- iv. Restrictive practice means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

2.12 Miscellaneous

- i. The Selection Process shall be governed by and construed in accordance with the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- ii. The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - 1. Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto
 - 2. Consult with any Bidder in order to receive clarification or further information
 - 3. Retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Bidder; and/or
 - 4. Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- iii. It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Client, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- iv. All documents and other information provided by Client or submitted by a Bidder to the Client shall remain or become the property of the Client. Bidders and the selected agency, as the case may be, are to treat all information as strictly confidential. Client will not return any proposal, or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Bidder to the Client in relation to the assignment shall be the property of the Client.
- v. The Client reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

2.13 Confidentiality

- 1. Agency shall treat all matters in connection with the Contract as strictly confidential and undertakes not to disclose, in any way, information, documents, technical data, experience and know-how given to him by DAHD without the prior written consent of DAHD.
- Agency further undertakes to limit the access to confidential information to those of itsemployees, implementation partners who reasonably require the same for the proper performance of the Contract provided however that Agency shall ensure that each of them has been informed of the confidential nature of the confidentiality and non-disclosure provided for hereof.
- 3. DAHD and the Agency agree to keep confidential (i) the terms and conditions of the Contract (ii) any data/ information related to the Contract which is not in public domain and which may have a material effect on the Contract, and (iii) any opinion, advice, statement, experts' views, documents, technical particulars, etc., provided by DAHD to the Agency and vice versa. Further, the Agency and DAHD agree that none of the foregoing matters may be disclosed or referred to publicly or to any third party not concerned with the Contract excluding the Government of India (GOI), DAHD or its authorized assignees or any such other body which has the authority to ask for such information under the law, except in accordance with the written authority of the other Party.

2.14 FORCE MAJEURE

- 1. Notwithstanding anything contained in the RfP, the Agency shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delays in performance or other failures to perform its obligations under the Contract is the result of an event of force majeure.
- 2. For purposes of this clause "Force majeure" shall mean and be limited to the following:
 - a. War/hostilities Riot or Civil commotion
 - b. Riot or Civil commotion
 - c. Earthquake, flood, tempest, lightning or other natural physical disaster.
 - d. Restrictions imposed by the GOI or other statutory bodies after the Award which prevents or delays the execution of the Contract by Agency.
- 3. If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of force majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event offorce majeure within seven (7) days after the occurrence of such event.
- 4. If a force majeure event occurs, the Agency shall inform the DAHD in writing, of such conditions and the cause thereof. Unless otherwise directed by the DAHD in writing, the Agency shall continue to perform its obligations under the Contract as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- 5. The party or parties affected by the event of force majeure shall use reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract.

For delays arising out of *Force Majeure*, Agency shall not claim any extension for a period exceeding the period of delay attributable to the causes of *Force Majeure* and neither DAHD nor Agency shall be liable to pay extra costs provided it is mutually established that Force Majeure Conditions did actually exist.

Agency shall categorically specify the extent of Force Majeure Conditions prevalent in their works at the time of submitting their Proposal and whether the same have been taken into consideration or not in their quotations. In the event of any force majeure cause, Agency or DAHD shall not be liable for delays in performing their obligations under this order and the contract will be extended to Agency without being subject to price reduction for delayed completion, as stated elsewhere.

SECTION-III

3. TERMS OF REFERENCE

3.1 About the Department:

The Department is responsible for matters relating to livestock production, preservation, protection and improvement of stocks, dairy development, matters relating to Delhi Milk Scheme, National Dairy Development Board (NDDB), Animal Welfare Board of India, and Committee for the Purpose of Control and Supervision of Experiments on Animals (CPCSEA). DAHD advises state govts/UTs in the formulation of policies and programmes in the field of animal husbandry and dairy development. The main focus of the activities are on:

- Development of requisite infrastructure in states/UTs for improving animal productivity
- Promoting infrastructure for handling, processing, and marketing of milk and milk products
- Preservation and protection of livestock through provision of health care
- Strengthening of Central livestock farms (cattle, sheep, goat and poultry) for development of superior germplasm for distribution to states and
- Matter related to Animal Welfare Board of India

3.2 About the project

The proposed World Bank project will support capacitybuilding of DAHD and State Animal Health Departments in selected focus states of Assam, Karnataka, Madhya Pradesh, Maharashtra, and Odisha and complement the overall animal health programme of DAHD to achieve enhanced animal health outcomes under a One Health Framework. Lessons from implementation in focus states will inform the Ministry's implementation of the programme nationally. The proposed project will focus on enhancements/upgradation in five areas: (i) **Institutional Capacity Building** covering strengthening of implementation, coordination and monitoring capacity at the national level and in the selected states (ii) **Building Diagnostic Capacity** through strengthening nodal laboratories, bio-safety and bio-security measures, sample collection protocols and laboratory information systems; (iii) **Enhancing access to Quality Veterinary Services** through assessments of veterinary hospitals and dispensaries against national standards, deployment of Mobile Veterinary Units and capacity-building of para-veterinarians; (iv) **Improving Disease Surveillance** through increased use of IT based platforms; and (v) **Community-level**investments to enhance awareness and adoption of Good Animal Husbandry Practices and disease awareness and disease reporting protocols.

Component 1: Strengthening institutional capacity for animal health management which aims to strengthen the capacity of DHAD, nodal national and state-level institutions to improve animal health management with the goal to better prevent, detect and respond to animal disease and zoonoses outbreaks. A key activity is to conduct detailed diagnostic exercise of animal health management of the states to help states develop State Strategic Plans (SSPs) for improving animal health and zoonoses management and One Health capacity. The SSPs will form the basis for financing the AHSSOH project activities in the selected states.

Component 2: Strengthening diagnostic capacity aims to strengthen the diagnostic capacity for animal diseases at the district, state, regional and national levels to facilitate timely, quality diagnosis and effective responses to disease outbreaks.

Component 3: Increasing veterinary services provision aims to increase access of livestock farmers to quality veterinary services by upgrading of veterinary hospitals and dispensaries, scaling up of the use of the mobile veterinary units and IT based animal health advisory services, and to capacity building of para-veterinarians and community health workers.

Component 4: Strengthening animal disease surveillance capacity aims to strengthen the surveillance of animal diseases, including zoonoses, and will include improving animal disease reporting, capacity building of animal, human and wildlife health personnel to strengthen joint disease surveillance, integrating IT platforms and mobile applications for disease reporting.

Component 5: Increasing community level animal health management– aims to increase community awareness about animal disease management, good practices by farmers and other value chain actors to increase biosafety measures, food hygiene and food safety, and to increase awareness and the management of anti-microbial resistance.

The proposed project shall be implemented over a period of five years with State Animal Husbandry Department as nodal Department in the focus states. Under this project, several Central Ministries/Depts/Institutions and state level entities will be involved for programme implementation and the activities under the project will be coordinated by DAHD, GOI.

3.3 Duration of engagement

The appointment of Agency to undertake Need Assessment of Institutional Capacity of DAHD and its allied agencies and relevant State Departments (Animal Husbandry, Forest and Wildlife, Human Health) and subsidiary agencies in states of Assam, Karnataka, Maharahstra, Madhya Pradesh, and Odisha shall be for a period of three months, wherein the agency will carry out the activities as prescribed in the Terms of Reference in Section 3.4.

3.4 Terms of Reference:

Background:

The Department of Animal Husbandry and Dairying (DAHD) launched several schemes to strengthen animal health management in the country. The implementation of the overall set of animal health management schemes has achieved some results. However, key challenges remain, including institutional strengthening to enhance the result orientation of such programs, and to adopt a One-Health approach.

The main challenges include veterinary manpower shortages and low quality of training and oversight, diagnostic capacity, disease surveillance and reporting challenges amongst others.

(i) LHDCP in Improving Animal Health in India:

Government of India (GoI) has numerous schemes/initiatives to better manage diseases, improve health of animals and increase production and productivity of various animal-based products. Some of these initiatives include Nation-wide Artificial Insemination Programme (NAIP); National Animal Disease Control Programme (NADCP) for FMD and Brucellosis; and Livestock Health & Disease Control scheme (LH&DC), which includes PPR Control Programme, Classical Swine Fever Control Programme (CSF-CP), Establishment and

Strengthening of Veterinary Hospitals and Dispensaries (ESVHD) and Assistance to States for Control of Animal Diseases (ASCAD).

(ii) Animal Health System Support for One Health (AHSSOH)

In the above context, DAHD is implementing the AHSSOH project with support from World Bank Group (WBG) to meet the objectives of implementation of LHDCP and increasing India's institutional capacity to effectively provide animal health services to livestock farmers in selected states using a One Health framework. The Government of India would provide a matching counterpart funding for the project.

AHSSOH is designed to support ongoing elements of the government programs that have a demonstrated history of achieving measurable results. It will prioritize elements that address the important capacity constraints faced by state and national institutions, specifically where capacity building will translate into sustainable results. The project will also contribute to operationalizing the One Health approach through effective, measurable joint actions between animal, wildlife, and human health.

Against this background, DAHD is seeking consultancy service to undertake need assessment of institutional capacity of DAHD and its allied agencies, State Departments (Animal Husbandry, Forest and Wildlife, Human Health) and its subsidiary agencies in the state. The report of this detailed need assessment exercise will help inform the capacity building/ enhancement/strengthening of profesionals to be associated under the project for achieving objectives of One Health.

Objectives of Assignment:

The objective of the consultancy is to conduct the institutional needs assessments identifying key capacity building needs in project management, monitoring and assessment, key result evaluation, designing and coordinating technical studies, technical input for developing IT platforms, coordinating community level activities, and financial and accounting systems at both DAHD and State AHD level in project states. The needs assessment will also identify human resource gaps of DAHD and of the five project State DAHD Departments and agencies relevant to project implementation.

Minimum Eligibility Criteria for the Agency:

- The agency to conduct the assessments must have high level expertise in organizational management and performance evaluations.
- The agency which has conducted similar needs assessments/evaluation exercise nationally/internationally would be given preference.
- The agency should have at least ten years relevant experience in conducting needs assessments of institutions, companies, and agencies.
- Agency must have demonstrable skill and record in data collection, analytical and reporting skills.
- Must have a strong team to execute the assignment.

3.4 Scope of Services, Tasks (Components) and Expected Deliverables

During the assignment, the agency will carry out the following tasks:

- Conduct detailed needs assessments of the DAHD and State AHDs and other identified national institutions and agencies supporting Livestock Health and Disease Control (LH&DC) mandate, and relevant to One Health.
- Identify gaps in human resources at district and state level veterinary institutions (hospitals & dispensaries, diagnostic laboratories, MVUs) and State level institutions engaged in training and capacity building of veterinarians and para-veterinarians;
- Undertake detailed assessment of skill needs of the DAHD, State AHDs and relevant institutions under DAHD and ICAR.
- Identify training and capacity building needs for staff engaged in project design, programme coordination, research, publicity, and awareness (with state-level targets for female staff) in the stakeholder departments and agencies.
- Develop a training calendar with types of training and requirements for training module during the project period.
- Identify the resources needed to meet the capacity strengthening and training needs.
- Identify potential partners and organizations that can support AHSSOH project to meet and implement capacity trainings.

3.5 Methodologies and Approaches

The assignment would require employment of various methodologies to execute the assessments and will include secondary data, conducting key informant interviews of relevant institutions, and conducting surveys of among other, staff, clients of DAHD, management personnel of DAHD and State Departments and their Directorates. The needs assessment should also utilize and build onto previous assessments including the *OIE PVS Report* (2018), *Standing Committee Parliamentary on Agriculture (2021)* regarding capacity building of veterinary and para-veterinary staff. Where needed, the assessment should be supported by other national and international technical experts.

Expected Deliverables:

The agency will submit a combined report and 5 individual state level Need Assessment Reports including key recommendations and actions.

Team Composition & Qualification Requirements for the Key Experts (Total resource to be deployed and the breakup is given the below tables)

The Agency will be expected to report and deploy enough manpower required to successfully deliver the tasks. The manpower requirement for the project must include Key Experts of suitable qualifications and experience for the Key positions tabulated below:

S.No	Position	Nos	Essential Qualifications/Experience
Key Staff K1	Team leader	1	Seasoned professional with experience of at least 15 years, and with strong background in survey/assessment, monitoring and evaluation exercises and has exceptional leadership qualities in handling client relationship. About 10 years of demonstrated experience in empirical
			research, survey, monitoring and evaluation of

			PROGRAMME
			development sectors programs/training and documentation.
			More than 10 years of experience in programme evaluation, assessment, leadership in stakeholder consultation,. Experience and leadership in preparation training modules, organization of training activities for government and private sector. MBA/PGDM/Master in Public Administration/Equivalent degree in relevant social science disciplines (Sociology, Economics, Politics, Rural Management) with experience of working on externally aided projects preferred.
Key Staff K2	Training/Evaluation Specialists	2	The Training and Evaluation specialist should have prior experience in conducting institutional need assessment, data collection, analysis and reporting activities. Leadership in organising surveys, assessment at community level will be an advantage. Training and Evaluation specialists with expertise carrying out similar exercises in Agriculture, Forest and Wildlife and Human Health sector would be an advantage. MVSc/MBA/MBA/PGDBM in rural management with 5 years of experience.
Key Staff 3	State Coordinators	5	The State Coordinators should have 5 years experience in coordinating field level survey, undertaking institutional gap assessment, training needs assessment. Leadership in organzing empirical survey and need assessment exercise in relevant Government departments (agriculture, animal husbandry, forestry etc.) would be an advantage. State Coordinators with experience in State level Need Assessment, preferably an MBA in Rural Management or MA in relevant social science disciplines. Professionals should be conversant in either of the five languages Assamese, Kannada, Marathi, Hindi, and Odia.
Non- key Staff 4	Report Writer	1	An experienced professional report writer with a master's degree in English/ Journalism, or Mass Communication from a reputed University with more than 5 years of relevant work experience in report writing. He/she will edit drafts of reports prepared by the Agency. All reports should be professionally formatted and edited as per the Bank's template, provided by the Bank's team.

Non- KeyAssessment/StaffSurvey5Professionals	surveys with three years of experience and surveys. (ii) Planning out and conc across selected districts/locations/faci collecting required field data (iv) Organ	Survey	ferably a graduate in relevant field and trained in field veys with three years of experience in assessments surveys. (ii) Planning out and conducting the surveys oss selected districts/locations/facilities (iii) Assist in ecting required field data (iv) Organize, participate and ument input/feedback during stakeholder discussions.
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Non-key staff on specific aspects, if hired or put in place through partnerships with the relevant technical institutions can be mentioned here.

i. Reporting Requirements and Time Schedule for Deliverables

- a. The Agency preparing the Need Assessment report will carry out the planning, designing, execution of the exercise in close coordination with DAHD and State PMUs. The designated nodal offices and officers in charge of AHSSOH would also contribute to organization and execution of the exercise.
- b. The State Animal Husbandry Department and DAHD shall provide the Agency with relevant data and documents necessary to organize surveys/assessments, coordinate stakeholder discussion, and prepare reports.
- c. The Agency shall submit following reports timely to DAHD:

The agency will complete and submit five individual State Strategic Plan for each project state.

IX:Deliverables and Deadlines¹

No	Deliverable	Deadline
1.	Inception report (inclusive of tools, methodologies and timelines)	T ₀ + 20 days
2.	Combined and Individual Capacity Need Assessment Report for 5 states and DAHD	Report to be prepared and submitted to DAH&D within 60 days from approval of Inception report
3.	Final Capacity Need Assessment Report (combined report, individual report for DAHD and States	Within 90 days from approval of inception report

X. Service Level Agreement:

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to define clearly the levels of service which shall be expected from the selected bidder during preparation of Need Assessment Report of Institutional Capacity of DAHD and Project States and its subsequent

¹Refer to Annexure 1 for the Disbursement Linked Indicator Table

support for the project period. The Agency team should meet the service level mentioned in this agreement.

- On award of the contract, the Agency should form the team and report to DAHD within 10 days;
- The Agency shall initiate collection and review of secondary literature/documents and submit an inception report including tools, methodologies and timelines to DAHD for review, comments and discussion within 20 days of the award of the contract;
- The Agency shall initiate contact with state counterparts, collect data, information, organize stakeholder consultations and report monthly progress to DAHD;
- The Agency should submit 5 individual draft Need Assessment Report and a separate report on DAHD on completion of 60 days from the date of award of contract to DAHD;
- The combined Need Assessment Report and Individual State Reports has to be submitted to DAHD prior to completion of 90 days from the date of award of contract.

XI. Penalty for Non-performance/under-performance:

DAH&D's officials will monitor the progress of the assignment to see that the assignment is carried out as per contract and the responsible officials will also assess the quality of the deliverables, accept/reject any part of assignment and levy penalty if the quality of service is found inferior and for any such deficiency related to the completion of the assignment. Penalty for non-performance or under-performance are as under:

- 3 percent of the contract amount for the said work, in case of delay in submission of inception report;
- 5 percent of the contract amount for the said work, in case the draft Need Assessment Report not submitted by Agency before completion of 60 days from submission of Inception Report;
- 5 percent of the contract amount, in case of non-submission Final combined Need Assessment Report and Individual State Report within the deadline for deliverables mentioned in the RfP;
- Rescind of contract if the agency does not comply with the quality requirement mentioned in Service Level Agreements.

3.5 Payment Terms & Schedule

Payment of contract value to be linked to reporting timelines of DLIs and shall be released within or after receiving invoice from the agency:

S.No.	Deliverable	Percentage of Payment	
-------	-------------	-----------------------	--

1	Submission of Inception Report	20% of contract value
2	Submission of Draft Need Assessment Report	30% of contract value
3	Submission of Final Need Assessment Report (A combined report and 5 Individual state level report)	50% of contract value

SECTION-IV

Pre-Qualification and Technical Proposal Standard Forms

Form IV-A: Pre –qualification Proposal Submission Form

Form IV-B: Self Certification of Minimum Eligibility and of not being blacklisted.

Form IV-C: Average Annual Turnover of Bidder

Form IV-D: Format for Experience of the Bidder

Form IV-E: Format of Assignment Details of the Bidder

Form IV-F: Format of Power of Attorney for Authorized Representative

Form IV-G: Format of Bank Guarantee for Earnest Money Deposit

Form IV-H: Technical proposal submission

Form V-B: Format for Financial Quotation

Form IV-A: Pre-Qualification Proposal Submission Form

[Location, Date]

То

Under Secretary(LH) Ground Floor, Left wing, Chandralok Building, 36, Jan Path, Ph-9650660330 Email id- <u>mk.diwaker@nic.in</u> Department for Animal Husbandry & Dairying, Ministry of Fisheries, Animal Husbandry & Dairying, Government of India New Delhi

RfP dated [date] for selection of Agency for [name of assignment]

Dear Sir/ Madam,

With reference to your RfP document dated [22st February, 2023], we, having examined all relevant documents and understood their contents, hereby submit our Pre- Qualification proposal for selection as the Agency to prepare Need Assessment Report under [name of assignment]. The proposal is unconditional and unqualified. We are submitting our proposal as [name of the Bidder]. We understand you are not bound to accept any proposal you receive. Further:

- We acknowledge that Client will be relying on the information provided in the proposal and the documents accompanying the Proposal for selection of the Agency, and we certify that all information provided in the proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such proposal are true copies of their respective originals.
- 2. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.
- 3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the proposal.
- 4. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.
- 6. We declare that:
 - (a) We have examined and have no reservations to the RfP, including any addendum issued by the Authority.
 - (b) We do not have any conflict of interest in accordance with the terms of the RfP;
 - (c) We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or

restrictive practice, as defined in the RfP document, in respect of any tender or request for proposal issued by or any agreement entered into with Client or any other public sector enterprise or any Government, Central or State; and

- (d) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Bidders.
- 8. We declare that we are not associated or affiliated to any other Bidder applying for Selection as the Agency.
- 9. We declare that we are not a member of any other Consortium/JV applying for selection as an Agency to prepare State Strategic Plan.
- 10. We certify that we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
- 11. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any Agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that we have not been barred by the Central Government, any State Government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RfP.
- 12. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
- 13. We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of Agency or in connection with the selection process itself in respect of the above-mentioned Project.
- 14. We agree and understand that the proposal is subject to the provisions of the RfP document. In no case, shall we have any claim or right of whatsoever nature if the project is not awarded to us or our proposal is not opened or rejected.
- 15. We agree to keep this offer valid for 180 (One hundred eighty) days from the proposal Due Date specified in the RfP.
- 16. A Power of Attorney in favor of the authorized signatory to sign and submit this proposal and documents is attached herewith.
- 17. The Technical and Financial proposal is being submitted in a separate cover. This Pre-Qualification proposal read with the Technical and Financial proposal shall constitute the application which shall be binding on us.
- 18. We agree and undertake to abide by all the terms and conditions of the RfP Document.

Yours sincerely,

Signature

Name and title of Authorized signatory/Authorized Representative

(Name of Firm)Address:

Telephone: Fax: (Name and seal of the Bidder/ Authorized Representative)

Form IV-B: Self-certification of Minimum Eligibility and of not being blacklisted

[Location, Date]

The firm to provide a certificate that the Bidder is a registered firm/ company/ LLP* and is not being currently blacklisted** by any Central/ State/ Public Sector undertaking in India.

If at any time it is found that the Bidder did not have the capabilities as enumerated above, DAHD may put the Bidder in negative list without prejudice to any other civil/ criminal action under the law and forfeiture of the earnest money deposit and in due course the performance guarantee in lieu of penalty.

*Kindly provide supporting documents of being registered firm/incorporation certificate

**Kindly provide details if the company has been blacklisted in the past with the relevant supporting documents

Form IV-C: Format for PQproposal (Annual Turnover of Bidder) for Professional fees

Financial Year (1)	Total turnover in India (in Rs.) (2)	Turnover from Need Assesment and Evaluation activities (Rs.) (3)	Serial page no. Of proposal where supporting document has been provided (4)
2021-22 (a)			
2020-21 (b)			
2019-20(c)			
Average:			
((a)+(b)+(c)/ 3)	Bidder's Chartered		
records, and I certify it to be true and accurate. The Bidder must produce the supporting documents if and when required by DAHD. Name and Signature of Bidder's Chartered Accountant:			
Name and Signature of Authorized Representative			
Note: Supporting documents to be attached. Audited balance sheets of the Bidder from financial years 2019-20, 2020-21 and 2021- 2022			

Note:

- 1. In case the Bidder does not have a statutory auditor, it may provide the certificate from any other Chartered Accountant
- 2. Bidder should provide the turnover based on its own financial statement. Annual turnover of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the turnover of the Bidder.

Category No.	Criteria	Name and Details of Assignments and Clients	Serial page no. Of proposal where supporting document has been provided
1			
2			
3			
4			

Form IV-E: Format of Assignment Details of the Bidder

Details of Evaluation activities conducted with a value of Rs. 50 Lakh and above.				
S. No. (1)	Client Name (2)	Contract value (in Rs. lakhs) (3)	Date of Commencement (4)	Date of completion (5)

Certification from Bidder's Chartered Accountant: I hereby certify that the information provided in this form in columns (2) to (5) has been verified by me from the documents available with the Bidder and I certify it to be true and accurate. The Bidder must produce the supporting documents if and when required by the client.

Name and Signature of Bidder's Chartered Accountant:

Name and Signature of Authorized Representative:

Important Notes:

This table must be signed by the Bidder's Chartered Accountant as well as the Authorized Representative. ALL COLUMNS MUST BE MANDATORILY FILLED. No change in the format will be permitted.

Form IV-F: Format for Power of Attorney for Authorized Representative

We, [name of organization and address of the registered office] do hereby constitute, nominate, appoint and authorize Mr / Ms. [name], son/ daughter/ wife of [name], and presently residing at [address], who is presently employed with/ retained by us and holding the position of [designation] as our true and lawful attorney (hereinafter referred to as the—Authorized Representative), with power to sub-delegate, in writing, to any person, to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for and selection as Agency for [name of assignment], to be developed by(the—Authority)including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority and undertakings consequent to acceptance of our proposal and generally dealing with the Authority in all matters in connection with or relating to or arising out of our proposal for the said Project and/or upon award thereof to us until accepting the Work Order with the Authority.

AND we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said authorized representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said authorized representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, [name of organization], THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS [date in words] DAY OF [month] [year in yyyy format].

For [name and registered address of organization]

[Signature] [Name] [Designation]

Witnesses:

- 1. [Signature, name and address of Witness]
- 2. [Signature, name and address of Witness]

Notes:

- 1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under seal affixed in accordance with the required procedure.
- 2. Wherever required, the Bidder should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- 3. For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction for where the Power of

Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed The Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

Form IV-G: Format of Bank Guarantee for Earnest Money Deposit

BG No. _____

Date:__

- 1. In consideration of the Department of Animal Husbandry & Dairying, Ministry of Fisheries, Animal Husbandry & Dairying, Government of India, Krishi Bhawan, New Delhi —110011 (hereinafter referred to as the-Authority which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) having agreed to receive the proposal of [Name of company], (hereinafter referred to as the—Bidder which expression shall unless it be repugnant to the subject or context thereof include its successors and assigns), for appointment as Agency for [name of assignment] pursuant to the RfPdocument dated [date] issued in respect of the assignment and other related documents including without limitation the draft Work Order for services (hereinafter collectively referred to as—RfP Documents),we [Name of the Bank] having our registered office at [registered address] and one of its branches at[branch address](herein after referred to as the—Bank),at the request of the Bidder, do hereby in terms of relevant clause of the RfPdocument, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the RfP document by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. [in figures] ([in words]) (hereinafter referred to as the—Guarantee)as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said RfPdocument.
- 2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the RfPdocument shall be final, conclusive and binding on the Bank. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the RfPdocument including, document including without limitation, failure of the said Bidder to keep its proposal valid during the validity period of the proposal as set forth in the said RfP Document, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
- 3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the RfPdocument including without limitation, failure of the said Bidder to keep its proposal valid during the validity period of the proposal as set forth in the said RfP Document for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. [in figures] ([in words]).
- 4. This Guarantee shall be irrevocable and remain in full force for a period of 60(sixty) days from the proposaldue date and a further claim period of thirty (30) days or for such extended period

as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable until all amounts under this Guarantee have been paid.

- 5. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, acquisition, merger or amalgamation of the Bidder or the Bank with any other Company, Corporation, LLP or a Firm.
- 6. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the full liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said RfP Document or to extend time for submission of the proposals or the proposal validity period or the period for conveying of Letter of Acceptance to the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said RfPdocument by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said RfP Document or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of extension of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
- 7. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- 8. We undertake to make the payment on receipt of your notice of claim on us addressed to [Name of bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
- 9. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
- 10. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
- 11. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
- 12. For the avoidance of doubt, the Banks liability under this Guarantee shall be restricted to Rs. [in figures] ([in words]). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 8 hereof, on or before [date]/15 days from the date of receipt of notice by the Bank. signed and delivered by [name of Bank]

By the hand of Mr ; /Ms; [name], it's [designation]and authorized official;

(Signature of the Authorized Signatory)

(Official Seal)

Notes:

1. The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.

2. The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

Form IV-H: Technical proposal Submission Form

[Location, Date]

To,

Under Secretary(LH) Ground Floor, Left wing, Chandralok Building, 36, Jan Path, Ph-9650660330 Email id- <u>mk.diwaker@nic.in</u> Department for Animal Husbandry & Dairying, Ministry of Fisheries, Animal Husbandry & Dairying, Government of India, New Delhi

RfP dated [date] for selection of Agency for [name of assignment]

Sir,

With reference to your RfP Document dated [date], we, having examined all relevant documents and understood their contents, hereby submit our technical proposal for selection as [name of assignment]. The proposal is unconditional and unqualified.

We are submitting our proposal as [name of the Bidder].

If negotiations are held during the period of validity of the proposal, we undertake to negotiate in accordance with the RfP. Our proposal is binding upon us, subject only to the modifications resulting from negotiations in accordance with the RfP.

We understand you/Client are not bound to accept any proposal you receive.

Further:

- 1. We acknowledge that Client will be relying on the information provided in the proposal and the documents accompanying the proposal for selection of the Agency to prepare State Strategic Plans (SSP), and we certify that all information provided in the proposal and in the supporting documents is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such proposal are true copies of their respective originals.
- 2. This statement is made for the express purpose of appointment as the Agency for the aforesaid project.
- 3. We shall make available to Client any additional information it may deem necessary or require for supplementing or authenticating the proposal.
- 4. We acknowledge the right of Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 5. We certify that in the last 3 (three) years, we have neither failed to perform on any assignment or contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been

expelled from any project, assignment or contract by any public authority nor have had any assignment or contract terminated by any public authority for breach on our part.

- 6. We declare that:
 - a. We have examined and have no reservations to the RfP, including any addendum issued at any stage by the Authority
 - b. We do not have any conflict of interest in accordance with the terms of the RfP
 - c. We have not directly or indirectly or through an agent/representative engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RfP document, in respect of any tender or request for proposal issued by or any agreement entered into with Client or any other public sector enterprise or any government, Central or State; and
 - d. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 7. We understand that you may cancel the selection process at any time and that you are neither bound to accept any proposal that you may receive nor to select the Agency, without incurring any liability to the Bidders.
- 8. We certify that in regard to matters other than security and integrity of the country, we or any of our affiliates have not been convicted by a court of law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the project or which relates to a grave offence that outrages the moral sense of the community.
- 9. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a court of law for any offence committed by us or by any of our affiliates. We further certify that neither we nor our affiliates have been barred by the central government, any state government, a statutory body or any public sector undertaking, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the date of this RfP.
- 10. We further certify that no investigation by a regulatory authority is pending either against us or against our affiliates or against our CEO or any of our Directors/ Managers/ employees.
- 11. We hereby irrevocably waive any right or remedy which we may have at any stage of law or howsoever otherwise arising to challenge or question any decision taken by Client in connection with the selection of Agency or in connection with the selection process itself in respect of the above-mentioned Project.
- 12. We agree and understand that the proposal is subject to the provisions of the RfP document. In no case, shall we have any claim or right of whatsoever nature if the Project is not awarded to us or our proposal is not opened or rejected.
- 13. The Financial proposal is being submitted in a separate cover. This Technical proposal read with the Financial proposal shall be binding on us.
- 14. We agree and undertake to abide by all the terms and conditions of the RfP Document.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Telephone:

Fax:

(Name and seal of the Bidder/Member in Charge)

SECTION-V

Form V-A: Financial proposal Submission Form

<Location, Date>

To:

Under Secretary(LH) Ground Floor, Left wing, Chandralok Building, 36, Jan Path, Ph-9650660330 Email id- <u>mk.diwaker@nic.in</u> Department for Animal Husbandry & Dairying, Ministry of Fisheries, Animal Husbandry & Dairying, Government of India, New Delhi

Subject: Submission of the Financial bid for <provide name of the consulting assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide the services of an Agency in accordance with your Request for proposal dated [*Date*] and our proposal - Technical and Financial proposals. Our attached Financialproposal is for the sum of **<<***Amount in words and figures***>>**. This amount is inclusive of OPEs, miscellaneous expenses & service taxes. The rate cardisenclosedaswhichshallbebindingonus,ifselected,forthecontractperiod.All the fee quoted in this bid shall be valid for the entire contract duration, and no escalation will be payable.

I understand that the payment would be made on the basis of actual GST rate prevalent during the time of payment.

I further certify that none of the rates quoted are above respective DAVP rates (whereapplicable). Our Financial proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the proposal, i.e.,

We understand you are not bound to accept any proposal you receive. Yours sincerely,

Authorized Signature: Name and Title of Signatory: Name of Firm: Address:

Form V-B: Format for Financial Quotation

Summary of Cost

st [#]	Total Cost#
ax*	Tax*
ıcl.	TotalcostofFinancialproposal(Incl.
es)	applicabletaxes)

Followingare the man-month details of our Financial proposal:

Sr. No.	Resources	No of posts(XX)	Cadre Ref	Man-month rates (INR, before taxes)
1.	Team Leader	1	K1	
2.	Training & Evaluation Specialist	2	K2	
4.	State Coordinators	5	K3	
5.	Report Writer	1	K4	
6.	Assessment/Survey Professionals	5	K5	

Note

- (*)The financial proposal to be submitted individually <u>against each post</u> mentioning Cadre Ref
- The details about qualification, experience of each post may be seen in Annexure B

***For Financial Evaluation,** the total cost for the period will be considered. This fee will cover costs/expenses of the Applicant for undertaking work as detailed in the Scope of Work. This financial proposal covers remuneration for all the personnel, equipment, surveys, overhead charges viz.travelling, boarding and lodging and out of pocket expenses in Delhi NCR. The financial proposal is without any condition

*Goods and Services Tax (and other applicable taxes and levies)would be payable at the applicable rates as maybe in force from time to time.